



PROCUREMENT MANAGEMENT UNIT
For The
Municipality of Henties Bay

Bidding Document

Issued for

the

PROCUREMENT OF SECURITY SERVICES FOR THE MUNICIPALITY OF HENTIES BAY

Procurement Reference No: NCS/ONB/HBM-01/2026

Closing date & Time: 23rd October 2026 @ 15H00

PARTICULARS OF BIDDER

Business Name : _____

Postal Address: _____

Telephone No: _____

Cell No.: _____

Fax No.: _____

Contact Person: _____

E-Mail Address: _____

VAT Registration No: _____

Are there any covering letters inclusive? "Yes" or "No": _____

Bid Security inclusive? "Yes" or "No": _____

INFORMATION TO THE BIDDERS:

Bidders shall enclose TWO Bidding documents in a single sealed envelope, duly marking the envelopes as "ORIGINAL" and "COPY with the Procurement Reference Number. NCS/ONB/HBM-01/2026. The inner and outer of the envelopes shall bear the Bidder's name and address, to be deposited in the Bid Box at the Municipality of Henties Bay, C/o Nickey Iiyambo Ave & Jakkalsputz Rd, on or before the 23rd October 2026 @ 15H00.



C/o Jakkalsputz road and Nicky Iyambo Avenue, Henties Bay, Namibia
P.O. Box 61, Henties Bay Tel: +264 (0) 64 502 000 Fax: +264 (0) 64 502 001
Website: www.hbaymun.com.na

DATE:.....

REF NO: NCS/ONB/HBM-01/2026

LETTER OF INVITATION

Dear Sir/Madam

INVITATION OF BIDS FOR PROCUREMENT OF SECURITY SERVICES FOR THE MUNICIPALITY OF HENTIES BAY

The Municipality of Henties Bay invites you to submit your best bid for the services described in detail hereunder. Any resulting contract shall be subject to the terms and conditions referred to in the document.

Please prepare and submit your bid in accordance with the instructions given or inform the undersigned if you will not be submitting a bid.

Yours faithfully,

A handwritten signature in black ink, appearing to read "P.P. Bragdoort".

Ms. R. Jossop
Head of Procurement Management Unit

SECTION I: INVITATION FOR BIDS

1. Preparation of Bids

You are requested to quote for the services mentioned in section III, by completing, signing and returning:

- (a) the Bid Letter in Section II with its annex for Bid Securing Declaration, where applicable;
- (b) the Priced Activity Schedule in Section IV;
- (c) the Specifications and Performance Standards in Section V; and
- (d) any other attachment as deemed appropriate.

You are advised to carefully read the complete Invitation for Bids document, including the Contract Data Sheet in Section VII, before preparing your bid. The standard forms in this document may be retyped for completion but the Bidder is responsible for their accurate reproduction.

2. Documents to be submitted

Bidders shall submit along with their bid:

- (a) a company profile, experience and evidence of similar services provided and customers' reference details.
- (b) total monetary value of services performed for each of the last two years.
- (c) major items of resources, logistics support and strategies in the execution of similar services.
- (d) recruitment policy, training of personnel and manpower planning to cope with contingencies.
- (e) details of all contracts that have been terminated by its clients during the last two years; and
- (f) other information to enable the bid to be evaluated according to the criteria listed hereunder in the Table for markings.

3. Validity of Bids

The Bid validity required is 120 days from the date of submission deadline.

5. Sealing and Marking of Bids

Bids should be sealed in a single envelope, clearly marked with the Procurement Reference Number and addressed to the Public Entity with the Bidder's name at the back of the envelope.

6. Submission of Bids

Bids should be deposited in the Bid Box located at **The Municipality of Henties Offices located on Erf 1513 C/O Jakkalsputz and Nicky Iyambo Road** not later than **23rd October 2026 @ 15H00**.

Bids by post or hand delivered should reach the same address by the same date and time at latest. Late submissions will be rejected.

Bids received by fax or e-mail will not be considered.

7. Opening of Bids

Bids will be opened by the "Public Entity" at Council Chambers of the Municipality of Henties Bay at **23rd October 2026 @ 15H00**. Bidders or their representative may attend the Bid Opening if they choose to do so.

8. Evaluation of Bids

The Public Entity shall have the right to request for clarifications during evaluation. Bids that have been found to be substantially responsive subject to the bidder having performed satisfactorily during the last twelve months, shall be subject to a marking system consisting of a technical evaluation to compare their technical capacity, quality of service and past performance as well as a marking system to rate their financial proposal.

SECTION 2

2.1 BACKGROUND

Provision of security services incorporated with, alarm monitoring and cash in transit services.

2.1 OPERATIONS, INSPECTIONS AND ESTABLISHMENT

2.1.1 Normal Operating Hours

The Service provider will be responsible for operating the service areas for the duration period of thirty-six **(36)** months.

Unless otherwise agreed upon, daily operating hours will be twenty-four (24) hours of every day, including public holidays.

2.1.2 Service areas to be guarded.

- (a) Municipality of Henties Bay: (Head office) 1 (one) security guard (1 during the day) .
- (b) Town planning & building control building (technical): Two (2) security guards (1 during the day and 1 night shift responsible for Head office and Technical Building).
- (c) Tourism center: One (1) security guard (night shift).Booth Needed for The Security Guard
- (d) Omdel Satellite office One (1) security guard (day shift).
- (e) Informal Open Market: One (1) security guard (night shift).
- (f) Natis office: One (1) security guard (day shift).
- (g) Sewer treatment plant: One (1) security guard (night shift).
- (h) Soccer stadium: One (1) security guard (night shift).
- (i) Cash escort (CIT) on daily basis (Head office, Natis office and Omdel office).
- (j) Alarm system monitoring services (All municipal buildings)

Table 1 Clearly fill in your costing: (*Monthly amount*)

		<i>A</i>	<i>B</i>	<i>C</i>	<i>D</i>	<i>E = B +D</i>
Name of Company	Security Services (guards) VAT Excl (N\$)	VAT Incl (N\$)	Cash in Transit VAT Excl (N\$)	VAT Incl (N\$)	Total VAT Incl (N\$)	

Table2: A detailed breakdown of regulated labour rate per hour per guard should be indicated below VAT Excl:

Name of Company	Day shift (per hour/per guard) (N\$)	Night shift (per hour/guard) (N\$)

Table3: Ad hoc rate for alarm system: inspections and testing VAT Excl:
NB Note: Please note that this Ad Hoc rate is not to be added to the Overall Bid Amount.

Name of Company	Inspection (N\$)	testing (N\$)

The Service Provider shall be remunerated at fixed amount of **N\$.....**
 VAT Incl per annum. The contract period will be thirty-six (36) months.

The proposals will be evaluated based on a maximum of 70 marks/points for Technical Proposals and 30 marks/points for the overall financial proposals as follows:

Criteria		Points	Maximum Marks
a. Organization chart indicating key personnel/supervisor			
Chart attached showing reporting lines		4	10
Key personnel named (not just titles)		3	
Supervisor for this contract identified		3	
b. Guarding Equipment's owned or leased (attach proof)			
Owned	Equipment schedule/asset list attached	4	15
	Proof attached (invoices/asset register for owned; lease agreement for leased)	4	
Leased	Equipment schedule/asset list attached	3.5	
	Proof attached (invoices/asset register for owned; lease agreement for leased)	3.5	
c. Police certified Conduct of Managing member and supervisor (attach proof)			
Managing Member		7.5	15
Supervisor		7.5	
d. Valid fitness Certificate in Henties bay or Erongo region (attach proof)			
Certificate attached and Valid		15	15
e. Experience in similar nature minimum 10 years (attach proof)			
Company has 10+ years of operation in guarding services		20	20
f. Cash in transit services experience minimum 5 years (attach proof)			
5+ years CIT-specific experience		15	15
g. Latest Financial statements not older than 12 months(Certified/Stamped)			
Statement attached		10	10
Total		100%	

Proposals from bidders should score at least 50 marks for the Technical Proposals to be retained for further consideration. Only those bidders scoring a total of 70 marks on the overall assessment shall be considered for the assignment. Negotiations will start with the Bidder scoring the highest marks and if negotiation is not successful, negotiation will start with the next best ranked Bidder and so on until an agreement is reached. Should you be contacted for negotiations, you must be prepared to furnish the detailed cost break-down and other clarifications to the proposals submitted by you, as may be required to adjudge the reasonableness of your price proposals.

2.1.3 Service provider's Human and Resource Allocation

The service provider will state in the data schedules at the time of bidding, the number and designation of all staff to be employed and the number and description of each of the various types of equipment to be utilized for the purpose of executing the Contract. The service provider shall ensure that, always, all designated staffs are provided with proper identification (name tags) and clean working uniforms.

2.2 REQUIRED SCOPE OF THE ACTIVITY TASKS OPERATION

The expected activity tasks include,

- Maintaining law and order at all entry points (access control).
- Protect the cashier and make daily banking with various banks.
- Locking up all gates of the Council premises when necessary.
- Remove unwanted person or disturbing people out of the premises of Municipality of Henties Bay.
- Prevent damages and stealing of the Councils' properties and facilities.
- Prevent damages and stealing of the customer's properties and facilities.
- Others

The service provider shall maintain all aspects of the service areas in order to ensure its smooth and efficient operation and to prevent undue disturbing situations.

In maintaining the service area, the Service provider will be expected to provide security services on his/her own initiative and without first being ordered to do so.

1. PURPOSE

The purpose of this document is to set out the duties, responsibilities and minimum security requirements of security personnel deployed at various municipal facilities and sites of the Municipality of Henties Bay.

Security personnel shall at all times act professionally, remain vigilant and protect the lives, safety and property of municipal employees, members of the public and municipal assets. All security duties shall be performed in accordance with applicable legislation, municipal policies, site-specific instructions and approved security procedures.

SITE 1: ADMINISTRATION BUILDING(Head Office)

A. Day Shift

The security officer shall:

- Control the entrance and exit of persons entering and leaving the Administration Building.
- Control access to the building during normal office hours.
- Record and control clients and visitors who are making appointments or seeking to see municipal officials.
- Ensure that visitors are directed to the appropriate reception area or official.
- Prevent intoxicated/drunk persons from entering the building.
- Prevent persons carrying unauthorized weapons from entering the premises.
- Monitor the premises and take reasonable measures to prevent theft and unauthorized removal of municipal property.
- Prevent animals from entering the reception area and building.
- Deal with aggressive, disruptive or uncontrollable persons and remove them from the premises where necessary, in accordance with applicable law and security procedures.
- Immediately report incidents involving threats, violence, theft, vandalism or other security breaches to the law enforcement officer.
- Safeguard the lives and safety of municipal staff and members of the public.
- Safeguard municipal buildings, equipment and other property.

B. Night Shift

The security officer shall:

- Guard the Administration Building against housebreaking, burglary, vandalism and unauthorized entry.
- Conduct hourly patrols of the building and surrounding premises.
- Check doors, windows, gates and other access points during patrols.
- Report any signs of forced entry, suspicious persons or activities immediately.
- Ensure that unauthorized persons do not remain on the premises after hours.
- Record all patrols and incidents in the security occurrence book.

SITE 2: TECHNICAL DEPARTMENT BUILDING

A. Day Shift

The security officer shall:

- Control the main gate and all entrance and exit points.
- Control access by staff, contractors, visitors and members of the public.
- Inspect vehicle passes and sign off vehicle passes where required.
- Inspect and sign off equipment or municipal property leaving the premises.
- Verify authorization before municipal equipment, tools, vehicles or other assets are removed.
- Prevent private vehicles from entering the premises unless they are authorized, conducting deliveries or have legitimate municipal business.
- Monitor the movement of equipment and vehicles.
- Guard against theft, unauthorized removal or damage to municipal equipment and property.
- Report suspicious activities and security breaches immediately.

B. Night Shift

The security officer shall:

- Guard the Technical/Admin Building and municipal equipment against theft, burglary, vandalism and unauthorized access.
- Conduct hourly patrols of the premises.
- Pay particular attention to areas where vehicles, heavy machinery, tools and equipment are parked or stored.
- Check gates, doors, windows, fences and other access points.
- Report any suspicious activity or attempted theft immediately.
- Maintain accurate patrol and incident records.

SITE 3: NATIS BUILDING

A. General Security Duties

The security officer shall:

- Control all entrances and exits to the NATIS building.
- Safeguard Nattis staff and members of the public while on the premises.
- Protect the property and assets of municipal employees and Nattis.
- Monitor access to restricted areas.
- Prevent unauthorized persons from entering restricted areas.
- Deal with violent, aggressive or uncontrollable clients in accordance with applicable law and approved security procedures.
- Remove disruptive or violent persons from the building where legally permissible and necessary.
- Guard against theft, robbery, vandalism and other criminal activities.
- Immediately report serious incidents to the law enforcement officer and, where necessary, the Namibian Police.

B. Cash-in-Transit Duties

Security personnel assigned to cash-in-transit duties shall:

Collect and safeguard municipal cash on a daily basis from the designated cashiers at:

- **Administration Building.**
- **Omdel Office; and**
- **NATIS Building.**
- Ensure that cash collections are handled strictly in accordance with approved cash-handling and security procedures.
- Ensure that all relevant cash-in-transit safety and security protocols are strictly applied.
- Maintain confidentiality regarding the amount, timing and movement of municipal cash.
- Ensure that cash is transported securely to the designated banking institution.
- Ensure that the movement of cash is undertaken by appropriately authorized and trained personnel.
- Maintain the required documentation, collection records and chain-of-custody records.
- Immediately report any attempted robbery, loss, theft, suspicious activity or security incident.
- Ensure that cash-in-transit operations are conducted in accordance with applicable legislation, contractual requirements and approved municipal procedures.

SITE 4: TOURISM BUILDING

Night Shift

The security officer shall:

- Guard the Tourism Building against housebreaking and unauthorized entry.
- Protect the building, municipal property and equipment against theft and vandalism.
- Conduct regular patrols of the building and surrounding premises.
- Check doors, windows, doors and other possible access points.
- Report suspicious persons, activities or security breaches immediately.
- Record all patrols and incidents in the occurrence book.

SITE 5: SOCCER STADIUM

Night Shift

The security officer shall:

- Guard the soccer stadium against vandalism, theft and unauthorized access.
- Safeguard the stadium building, infrastructure, equipment and other municipal property.
- Conduct regular patrols of the stadium premises.
- Monitor vulnerable areas, entrances, gates and perimeter fencing.
- Prevent unauthorized persons from entering the premises after hours.
- Immediately report damage, vandalism, attempted theft or other security incidents.
- Maintain accurate patrol and incident records

SITE 6: OMDEL SATELLITE OFFICE

The security officer shall:

- Control all entrances and exits.
- Safeguard municipal staff, visitors and municipal property.
- Control access to the building.
- Prevent intoxicated/drunk persons from entering the premises.
- Deal appropriately with aggressive, violent or uncontrollable clients.
- Remove disruptive persons from the premises where legally permissible and necessary.
- Guard the building and property against theft, vandalism and unauthorized access.
- Report all incidents and security breaches immediately.
- Maintain the security occurrence book and visitor/access records where applicable.

SITE 7: INFORMAL OPEN MARKET

Night Shift

- The security officer shall:
- Guard the informal market against housebreaking and theft.
- Prevent unauthorized persons from accessing market facilities after hours.
- Protect municipal structures, stalls, equipment and other property.
- Conduct regular patrols of the premises.
- Monitor vulnerable areas and access points.
- Report vandalism, theft, suspicious persons or other incidents immediately.
- Maintain accurate patrol and incident records.

SITE 8: SEWERAGE PLANT

The security officer shall:

- Control all entrances and exits to the sewerage plant.
- Prevent unauthorized persons from entering the facility.
- Verify authorization of persons requiring access to the premises.
- Guard municipal equipment, infrastructure and other property against theft and vandalism.
- Guard the facility against housebreaking and unauthorized access.
- Monitor the perimeter and access points.
- Report suspicious activities, damage or security breaches immediately.
- Maintain an accurate access and occurrence register.
- Ensure that security personnel do not interfere with technical operations or enter hazardous areas unless properly authorized and equipped.

GENERAL DUTIES APPLICABLE TO ALL SECURITY PERSONNEL

- All security personnel deployed at municipal sites shall:
- Remain at their assigned posts during working hours unless relieved or authorized to leave.
- Remain alert and vigilant at all times.
- Wear the prescribed security uniform and identification.
- Carry the required communication equipment and other authorized security equipment.
- Maintain professional conduct towards municipal employees and members of the public.
- Maintain confidentiality regarding municipal operations and security arrangements.
- Keep an accurate Occurrence Book (OB) and record all significant incidents, patrols and security-related observations.
- Immediately report serious incidents to the law enforcement officer and, where appropriate, the Namibian Police.
- Assist with emergency situations within the limits of their training and authority.
- Protect municipal property against theft, vandalism, unauthorized use and damage.
- Not sleep, consume alcohol or report for duty under the influence of alcohol or any intoxicating substance.
- Not abandon their post without authorization or proper relief.
- Comply with all lawful instructions issued by the Municipality and the security company's authorized supervisor.
- Conduct regular patrols in accordance with the site-specific deployment requirements
- Ensure that visitors, contractors and other persons comply with applicable access-control requirements.
- Record and report any suspicious behaviour or security threat.
- Preserve the scene of any serious incident or suspected crime until the appropriate authorities arrive, where applicable.
- Exercise restraint and act within the limits of the law when dealing with aggressive, violent or unauthorized persons.
- Ensure that all security incidents are reported promptly and accurately.
- Cooperate with municipal officials, emergency services and law-enforcement agencies when required.

CONCLUSION

- The above duties constitute the minimum operational requirements for security personnel deployed at the respective municipal sites. The appointed security service provider shall ensure that sufficient, properly trained, licensed and competent personnel are deployed to fulfil these duties effectively.
- The security service provider shall also ensure that its personnel are properly supervised and that all contractual, statutory, occupational health and safety and municipal security requirements are complied with throughout the period of service.
- Add a deployment and staffing schedule
- Clarify cash-in-transit accountability procedures
- Add incident escalation and contact details

2.3 PAYMENT

2.3.1 Basis of Payment to the Service provider

The service provider shall be paid the fixed amount as per the bid amount upon receipt of an invoice at the end of each month, plus when applicable an additional amount when an ad hoc service has been performed.

Monthly invoices must be certified by the Municipal Law enforcement officer prior payment.

2.3.2 Penalties

The events or malpractices for which penalties shall be applied, and the corresponding amounts of the penalties, are as follows:

- a) Any expenses incurred by the Council because of the failure by the service provider to carry out the work.
- b) Damages caused to a third party or Council property because of negligence on the side of the service provider.

SECTION 3

3. CONDITION OF CONTRACT

3.1 NATURE OF CONTRACT

The service provider shall render security services to Municipality of Henties Bay during the Contract period in respect of the Service Areas. Municipality of Henties Bay shall, subject to the provisions of this agreement, pay the Service charges to the Service provider in respect of the services delivered.

3.2 SUBMISSION OF BIDDERS

Bids must be submitted with all the following documents:

- a) A valid company registration certificate.
- b) Original/certified copy of valid good standing tax certificate.
- c) Original/certified copy of valid good standing social security certificate.
- d) A valid certified copy of Affirmative Action Compliance Certificate.
- e) Equity commissioner status.
- f) A certificate indicating SME Status (for Bids reserved for SMEs).
- g) Valid fitness certificate from Henties bay Local Authority or Erongo region.

3.3 LOWEST BID

Municipality of Henties Bay is under no obligation to accept the lowest or any bid, and thus reserves the right to allocate only certain Sections of the Service provider to the successful Bidder(s).

3.4 SITE INSPECTION

Prospective bidders will be required to attend a compulsory site meeting and inspection on the **09th October 2026 @ 11H00**. Municipality of Henties Bay, technical department.

3.5 PREFERENCES

Preference will be given to bidders that propose to make use of residents to assist in rendering the services and service provider will be required to have an office space in Henties Bay after 30 days from the date of appointment.

3.6 OBLIGATIONS OF THE SERVICE PROVIDER

3.6.1 CONTRACT AGREEMENT

The service provider shall within 7 (seven) days after having been awarded the bid, enter into a contractual agreement with Municipality of Henties Bay.

3.6.2 CONDUCT

The service provider shall, always, ensure that all its actions, including the actions of any of his/her employees or representatives (if applicable) shall, in no manner, constitute any nuisance or be to the detrimental of any person or property.

3.6.3 CERTIFICATE OF INSURANCE

The service provider shall provide Municipality of Henties Bay with proof in the form of a cover note from the Insurance Company, indemnifying Municipality of Henties Bay from any liabilities which may arise because of negligence of the service provider.

3.7 ACCIDENT OR INJURY TO EMPLOYEE

Municipality of Henties Bay shall not be held liable for any damages or compensation payable by law in respect or in consequence of any accident or injury/death to any employee or other person in the employment of the service provider.

3.8 COMPLAINTS

Should any complaint be received concerning the operation, the service provider shall furnish all relevant information to enable the Council to investigate the complaint. The Service provider shall thereafter rectify the situation in accordance with any instructions issued by the Council.

3.8.1 SERVICE PROVIDER'S PERSONNEL AND RECRUITMENT

The Service provider shall make his/her own arrangements for the engagement of all labour and control sub-service providers residing in the Service Area and for the Payment thereof. The Service provider shall submit with his/her Bid, a description of his/her proposed staff complement to each Service Areas.

3.8.2 SAFETY OF PERSONNEL AND PUBLIC

The Service provider will be responsible for ensuring the safety of all people in the Service Area and/or the disposal facility, whether they are Service provider's staff, Council official or members of the public. In this regard, the Service provider will be responsible for taking all necessary measures to ensure and maintain safety over the entire Service Area for the duration of the contract.

SECTION 4

4.1 GENERAL INFORMATION

Interested parties should submit detailed technical and financial proposals complete, with all relevant information and in a sealed envelope to the address stated below.

FORM OF BID

Having examined the complete bid enquiry, we offer to provide security for Municipality of Henties Bay Council in conformity with all the specified requirements, conditions of Contract and specification, Price Schedule and preamble, form of bid and forms to be completed by the prospective service provider all attached hereto for the total sum of:

N\$..... (in words)
....., per annum which is 15% VAT
inclusive or at the rates as stated in the Price Schedule or such other sum as
may be determined in accordance with the contract.

Unless and until a formal agreement is prepared and executed, this offer, together with the written acceptance thereof yourself shall constitute a binding Contract between us.

We understand that you are not bound to accept the lowest of any bid you may receive.

Signed on behalf of Service provider:
.....

Name of Signatory.....

Position.....

Name of Service provider (Firm).....

Address:
.....
.....

Date:

List of compulsory equipment (state whether owned or leased):

This equipment should always be readily available /at hands for the use of the security guards at the service area.

Equipment (description)	Owned or leased
Fire arms	
Vehicle	
Batons	
Tear gas	
Hand Cuffs & Torches	
Money safe & seal box	
Booth/Shelter(Tourism Center)	

Signature: **Date:**

Position:

(Official Stamp)

C. CERTIFICATE OF INSPECTION

This is to certify that I, ...as authorized representative of.....have visited and inspected the site of the works on the 20.....and satisfied myself as regards to all conditions and other factors, which may affect my bid.

.....
Signature of Bid's Representative:

.....
Date:

.....
Signature of Municipality of Henties Bay Council's Representative:

.....
Date:
(Official stamp)

.....
Signature of Bidder:

.....
Date & Official stamp .

PARTICULARS OF THE COMPANY

Company Name:	
Address:	
Town:	
Erf No.& Street:	
Town	
Region:	

Company Representatives:

Company Representative:	
Position:	
Directors/Owners and their Phone Numbers:	
<i>Director: (1)</i>	
<i>Director: (2)</i>	
<i>Director: (3)</i>	

CHECKLIST SCHEDULE

PROVISION OF SECURITY SERVICES
Procurement Reference No: NCS/ONB/HBM-01/2026
Closing date & Time: 23rd October 2026 @ 15H00

QUALIFICATIONS/STATUTORY REQUIREMENTS INCLUDE:	Mark YES/X	Mark NO/X
1) Have a valid company Registration Certificate;		
(2) have an original/certified valid good standing Tax Certificate;		
(3) have an original/certified valid good Standing Social Security Certificate		
(4) have a valid Affirmative Action Compliance Certificate, proof from Employment		
(5) Equity Commissioner that bidder is not a relevant employer, or exemption issued in terms of Section 42 of the Affirmative Action Act, 1998;		
(6) have a written undertaking as contemplated in section 138(2) of the Labour Act, 2007		
(7) have a certificate indicating SME Status (for Bids reserved for SMEs		
(8) Certificate of Fitness / Registration in Henties bay or Erongo region		
(9) Initial all pages, including the attachments		

Disclaimer: The list defined above is meant to assist the Bidder in submitting the relevant documents and shall not be a ground for the bidder to justify its non-submission of major documents for its quotation to be responsive. The onus remains on the Bidder to ascertain that it has submitted all the documents that have been requested and are needed for its submission to be complete and responsive.

Service Contract

CONTRACT No: NCS/ONB/HBM-01/2026

SERVICE CONTRACT

BETWEEN

MUNICIPALITY OF HENTIES BAY

AND

----- SERVICE PROVIDER

THIS SERVICE CONTRACT entered between the **MUNICIPALITY OF HENTIES BAY** (hereinafter called the "Client") and (hereinafter called the "Service Provider").

WITNESS THAT:

WHEREAS the Municipality of Henties Bay has determined the need to procure the services described, implied or referred to in this Contract, subject to the terms and conditions hereinafter set forth;

WHEREAS the Service Provider affirms that he/she possesses the required experience, qualifications, capability and skill to perform the said services;

NOW THEREFORE the parties hereto have agreed as follows:

ARTICLE I - SCOPE OF SERVICES

- 1.1 The services to be performed by the Service Provider under this Contract (hereinafter called the "Services") are those described in the Terms of Reference attached hereto as Annexure I to the present Contract. The Terms of Reference shall form an integral part of this Contract. The milestones/deliverables to be achieved within the schedules and time limits established, as described at Annexure 4 to this present contract, shall form an integral part of this contract.
- 1.2 A quarterly Progress Report on the status of achievement of the milestone/deliverables is to be submitted to the SE: Finance and should be in line with Paragraph 3.1 of Article III.

ARTICLE II - COMMENCEMENT OF SERVICES AND DURATION OF CONTRACT

- 2.1 The Service Provider shall commence the Services 21 days after signature of the Contract, and shall carry out the Services in a manner most suited to the requirements of the Contract and in accordance with the schedules and time limits established, under the milestones/deliverables as spelt out at Annexure 4 or indicated/amended by the Municipality of Henties Bay as a result of a Force Majeure and/or urgency, subject to Article VIII.
- 2.2 The Services shall be for 36 months, from beginning on the date of commencement of the Services.

ARTICLE III - DELIVERABLES OF THE SERVICE PROVIDER

- 3.1 The Service Provider and any of its sub-contractor shall perform the services with all due care, diligence and efficiency, in accordance with the highest standards of professional competence, organization and responsibility, and in a manner acceptable to the Municipality of Henties Bay.
- 3.2 The Service Provider shall:
 - (a) regularly report to and obtain direction and guidance from the Municipality of Henties Bay on all matters arising from or relating to the present Contract.
 - (a) promptly comply with such instructions as may be issued from time to time by the **Municipality of Henties Bay** in connection with the performance of the services.

- 3.3 The Service Provider shall perform the services to the satisfaction of the **Municipality of Henties Bay** in accordance with the Terms of Reference and/or as set out in the milestones/deliverables and/or at such intervals as the Municipality of Henties Bay may reasonably require.

ARTICLE IV - PAYMENT FOR THE SERVICES AND OTHER COSTS

- 4 The **Municipality of Henties Bay** shall pay to the Service Provider, in respect of the services, monthly for a contract period of 36 months.

ARTICLE V - CONFIDENTIALITY AND OWNERSHIP OF DOCUMENTS

- 5.1 All documents, statistics, reports, data and other information provided, created, obtained or made available to the Service Provider in connection with or by virtue of the present Contract, shall be treated as confidential by the Service Provider, and the Service Provider shall not be entitled to use or make copies of them for any purpose that is not related to the present Contract.
- 5.2 Technical know-how received in the **Municipality of Henties Bay** during the period of the contract shall not be used for any purpose that may affect the interests of the Council.
- 5.3 The documents, statistics, reports and data under the preceding paragraph shall, upon the completion of Services or termination of this Contract, be promptly returned to the **Municipality of Henties Bay**.
- 5.4 All, reports and documents submitted by the Service Provider under this Contract shall become and remain the property of the **Municipality of Henties Bay**, and the Service Provider shall, not later than upon termination or expiration of this Contract, deliver all such documents to the Municipality of Henties Bay, together with a detailed inventory thereof.

ARTICLE VI - CONSULTANCY AND SUB-CONTRACTING

- 6.1 Except with the prior written consent from the Municipality of Henties Bay, the Service Provider shall not:
- (a) in whole or in part, assign, transfer or otherwise dispose of, his/her rights or obligations under the present Contract;
 - (b) sub-contract, or otherwise transfer responsibility for, the whole or any part of the Services;

ARTICLE VII - LIABILITY OF THE SERVICE PROVIDER

- 7.1 The Service Provider shall abide by and take all measures necessary to enable him/her to comply with, all laws and regulations in force in any place where the Services are to be wholly or partially performed.
- 7.2 The Service Provider shall be fully liable for the consequences of any error or omission on his/her part or for any damage caused by negligence on his/her part in carrying out the Services or performing his/her obligations under the present Contract.

ARTICLE VIII - FORCE MAJEURE

- 8.1 Neither party to the present Contract shall be responsible for any delay or failure to perform his/her/its obligations under the Contract if the delay or failure is attributable to force majeure.
- 8.2 In the event of force majeure which delays performance of the whole or any part of the present Contract for more than sixty (60) days, either party shall have the right, by notice in writing to the other party, to terminate the Contract.
- 8.3 For purposes of this Article, an event of force majeure shall mean an unforeseen and unavoidable event beyond the reasonable control and contemplation of the party invoking the existence of such event.

ARTICLE IX - TERMINATION OF CONTRACT

- 9.1 The **Municipality of Henties Bay** may, upon giving not less than seven (7) days' notice in writing to the Service Provider, terminate the present Contract for cause if the Service Provider has failed to perform the Services or to comply with his/her other obligations under the contract.
- 9.2 The **Municipality of Henties Bay** may, at its option, terminate this Contract when it is in the interest of or for the convenience of the Public Body to do so, provided that the Service Provider shall in that event be given a notice of not less than fifteen (15) days of such termination.
- 9.3 The Service Provider may terminate the present Contract if the **Municipality of Henties Bay** has, within a period of forty-five (45) days after the due date, failed to pay any amount due to him/her in respect of which no dispute has arisen.

- 9.4 The parties hereto may by mutual agreement terminate this Contract.
- 9.5 If the present Contract is terminated under this Article, the **Municipality of Henties Bay** shall be liable only for payment, in accordance with the payment provisions of the Contract, for the Services rendered prior to the effective date of termination, together with such other amounts incidental to the termination as may be reasonable in the circumstances.

ARTICLE X - DISPUTE SETTLEMENT

- 10.1 Any disputes arising out of or in connection with the present Contract shall, unless it is amicably settled, be decided upon by the **Municipality of Henties Bay** who shall transmit his decision in writing to both parties.
- 10.2 Any dispute between the Parties as to matters arising pursuant to this Contract which cannot be settled amicably within sixty (60) days after receipt by one Party of the other Party's request for such amicable settlement may be submitted by either Party for arbitration in accordance with the provisions of the Namibian Arbitration Laws.

ARTICLE XI - MODIFICATION OR AMENDMENT

- 11.1 Except by mutual agreement in writing between the parties, no change, modification or amendment shall be made to the present Contract.
- 11.2 Notwithstanding the preceding paragraph, the **Municipality of Henties Bay** may at any time order or require changes in the scope of the Services. If such changes add to or reduce the cost of the Services, then the Contract Amount shall be adjusted accordingly.

ARTICLE XII - EFFECTIVE DATE

- 12.1 The present Contract shall enter into force on the date of its signature by both parties.
- 12.2 Unless terminated under Article VIII or IX above, the present Contract shall expire upon completion of the Services and the discharge of all obligations arising out of or under the Contract.

ARTICLE XIII - CHANNEL OF COMMUNICATIONS AND NOTICE

- 13.1 For the purposes of the present Contract, the authorized representative of the **Municipality of Henties Bay** shall be the Accounting Officer or such other officer as he may designate for this purpose.
- 13.2 Any communication, notification, submission, notice, demand or request under the present Contract shall be deemed to have been duly transmitted if it shall have been delivered by hand, mail, or facsimile by either party to the other at the appropriate address indicated below, or at such other address as that other party may have indicated:

For the Municipality of Henties Bay:

Physical Address : **Erf 1513
C/O Jakkalsputz & Nicky Iyambo Road
Henties Bay**

Telephone : **064 502000**

E-mail : **Traffic@hbaymun.com.na**

For the Service Provider:

Mail Address :

Telephone :

E-mail :

Provision of Security Services

ARTICLE XIV -GOVERNING LAW

14.1 This Contract shall be governed by, and construed in all respects in accordance with, the Laws of Namibia.

IN WITNESS WHEREOF the parties hereto have caused the present Contract to be signed in their respective names in two original counterparts in English on the date first above written.

FOR THE MUNICIPALITY OF HENTIES BAY

FOR THE SERVICE PROVIDER

Signature.....

Signature.....

Witness 1.....

Witness 1.....

Witness 2.....

Witness 2.....